The appellant's contention involves reading words into this clause. The clause does not contain them; and we are not entitled to read words into an Act of Parliament unless clear reason for it is to be found within the four corners of the Act itself."

We accordingly hold that the club has no legal capacity to hold the tenancy of the premises in question, and in the event at the conclusion of argument allowed the appeal, set aside the order of the learned Judge and granted the relief sought by the appellant but made no order for the costs of this appeal at the request of counsel appearing for him. The deposit in court lodged by way of security is to be returned to the appellant.

Appeal allowed.

Solicitors: *Annamalai & Co.; C. Shanmugaiah & Co.*

ACE KING PTE. LTD. v. CIRCUS AMERICANO LTD. & ORS. (No. 2)

[F.C. (Lee Hun Hoe C.J. (Borneo), Mohamed Azmi & Abdoolcader F.JJ.) August 21, 1984]

[Kuala Lumpur – Civil Appeal No. 265 of 1983]

Practice and Procedure – R.H.C. 1980, O.18 r. 19.

In this case, the defendants cross-appealed against the decision of the High Court ([1985] 2 M.L.J. 75). The Federal Court dismissed the cross-appeal but observed that the learned Judge should not have held as he did as stated in Ground 2 of the Notice of cross-appeal which is reproduced below:

"NOTICE OF CROSS-APPEAL

Take notice that, on the hearing of the above appeal, Gerald Ward Cottle (also known as Gerry Cottle) the 2nd Respondent abovenamed will contend that the decision of the Honourable Dr Justice Zakaria bin Yatim given at Kuala Lumpur on October 17, 1983 ought to be varied to the extent and on the grounds hereinafter set out:

1. That the Court had no jurisdiction in law to grant the reliefs claimed by the Appellant which are contained in the Order dated August 11, 1983 and as varied by the Order of Court dated August 26, 1983 on the grounds that the relief claimed by the Plaintiffs is unknown in law and is not expressly provided for in the Specific Relief Act 1950 nor in paragraph 6 of the Schedule to the Courts of Judicature Act 1964.

2. That the Learned Trial Judge misapprehended the purpose of Order 18 Rule 19 of the Rules of the High Court and the inherent jurisdiction of the Court in holding:–

(i) 'I am therefore of the opinion that a contract has been concluded between the Plaintiffs and the Defendants'

(ii) 'That a legally binding and enforceable agreement was indeed concluded on March 3, 1976,

especially when existence of the contract is a question of construction which has to be decided at a full trial with the benefit of *viva voce* evidence and not on Affidavit evidence at an interlocutory stage and therefore that part of the judgment should be varied to such extent as this Court deems fit."

The appellants withdrew their appeal.

FEDERAL COURT.

J.G. Bernatt for the appellants.
Robert Lazar for the 2nd respondent.

ORDER OF THE FEDERAL COURT.

THIS CROSS-APPEAL coming up for hearing this day in the presence of Mr. Robert Lazar of Counsel for the Second Respondent and Mr. J.G. Bernatt of Counsel for the Appellants *AND UPON READING* the Record of Appeal filed herein *AND UPON HEARING* submissions of Counsel aforesaid *IT IS ORDERED* that the Notice of Cross-Appeal herein be and is hereby dismissed *AND IT IS FURTHER OBSERVED* that the learned Judge should not have held as he did as stated in ground 2 of Notice of Cross-Appeal *AND IT IS LASTLY ORDERED* that the costs of this Cross-Appeal be costs in the cause.

GIVEN under my hand and the Seal of the Court this August 21, 1984.

Sgd. K.S. TAN
Senior Assistant Registrar
Federal Court,
Malaysia,
Kuala Lumpur.

Solicitors: *Bernatt Pereira & Co.; Shearn Delamore & Co.*